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this Memorandum Decision shall not be
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APPELLANT PRO SE:

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**IN THE
COURT OF APPEALS OF INDIANA**

ROCKY MARCIANO SHROYER,)	
)	
Appellant-Defendant,)	
)	
vs.)	No. 12A02-0606-CR-492
)	
STATE OF INDIANA,)	
)	
Appellee-Plaintiff.)	

APPEAL FROM THE CLINTON CIRCUIT COURT
The Honorable Linley E. Pearson, Judge
Cause No. 12C01-9906-CR-235

March 29, 2007

MEMORANDUM DECISION - NOT FOR PUBLICATION

NAJAM, Judge

STATEMENT OF THE CASE

Rocky Shroyer appeals from the trial court's denial of his motion for return of cash bond. He presents a single issue for our review, namely, whether the trial court properly applied his bond to satisfy his fines, costs, and fees.

We affirm.

FACTS AND PROCEDURAL HISTORY

On June 1, 1999, the State charged Shroyer with Burglary, as a Class C felony. The trial court set bond at \$1500 "cash only." Appellant's App. at 12. On June 4, 1999, Shroyer signed a Recognizance Bond, whereby he acknowledged that he was posting 10% of the bond ordered by the trial court and agreed that the bond "will be applied to pay for court costs, fines and other court-related assessments, including pauper attorney fees, if the defendant is convicted." *Id.* at 14 (emphasis original). In addition, Shroyer agreed that the Clerk would keep an administrative fee "no matter what happens in this case." *Id.*

Shroyer failed to appear at his trial, and a jury found him guilty as charged. Shroyer also failed to appear for sentencing, and the trial court sentenced him to eight years.¹ The Prosecutor requested forfeiture of the cash bond, and the trial court granted that request. On April 27, 2006, Shroyer moved for return of the cash bond, which the trial court summarily denied. In its order, the trial court stated that "[t]he posted bond schedule for the courts in Clinton County for a Class C felony is \$15,000 surety or

¹ The trial court subsequently reduced his sentence to four years.

property or 10% cash only. Under the bond schedule, this 10% cash falls under I.C. 35-33-8-3[.2](a)(2).” Id. at 7. This appeal ensued.

DISCUSSION AND DECISION

Shroyer contends that he paid his entire bond in full, and, as such, the trial court did not have the statutory authority to retain the money for costs, attorney’s fees, and an administrative fee. The State responds that because Shroyer paid only 10% of the bond in cash, Indiana Code Section 35-33-8-3.2 applies, and the trial court was permitted to apply the money towards costs and fees. We agree with the State.

Indiana Code Section 35-33-8-3.2 provides in relevant part:

(a) A court may admit a defendant to bail and impose any of the following conditions to assure the defendant’s appearance at any stage of the legal proceedings, or, upon a showing of clear and convincing evidence that the defendant poses a risk of physical danger to another person or the community, to assure the public’s physical safety:

(1) Require the defendant to:

(A) execute a bail bond with sufficient solvent sureties;

(B) deposit cash or securities in an amount equal to the bail;

* * *

(2) Require the defendant to execute:

(A) a bail bond by depositing cash or securities with the clerk of the court in an amount not less than ten percent (10%) of the bail; and

(B) an agreement that allows the court to retain all or a part of the cash or securities to pay fines, costs, fees, and restitution that the court may order the defendant to pay if the defendant is convicted.

A portion of the deposit, not to exceed ten percent (10%) of the monetary value of the deposit or fifty dollars (\$50), whichever is the lesser amount, may be retained as an administrative fee. The clerk shall also retain from the deposit under this subdivision fines, costs, fees, and restitution as ordered by the court, publicly paid costs of representation that shall be disposed of in accordance with subsection (b), and the fee required by subsection (d). . . .

Shroyer is under the impression that he paid his bond in full, when, in fact, he paid only 10% of the \$15,000 bond. As the statute expressly states, and under the terms of the Recognizance Bond Shroyer signed, the trial court was authorized to retain from the deposit money administrative fees, court costs, fees, and publicly-paid costs. See Traylor v. State, 817 N.E.2d 611, 624 (Ind. Ct. App. 2004), trans. denied. The trial court did not err when it denied Shroyer's motion for return of cash bond.

Affirmed.

RILEY, J., and BARNES, J., concur.